

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-2630**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Granicus Inc. dba California Granicus Inc.**  
**formerly**  
**Pixelpushers, Inc. dba Civica Software**

This Amendment Number 1 to Contract Number DIR-TSO-2630 ("Contract") is between the Department of Information Resources ("DIR") and Granicus, Inc dba California Granicus Inc., formerly Pixelpushers, Inc. dba Civica Software ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. DIR acknowledges the name change to Granicus, Inc. dba California Granicus Inc. from Pixelpushers, Inc. dba Civica Software, with its principal place of business at 707 17<sup>th</sup> Street, Suite 4000, Denver, CO 80202. Effective date of change is October 8, 2015. DIR agrees to change all contract files to the new name.
2. Granicus, Inc. dba California Granicus Inc. hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-TSO-2630 to the same extent as if it had been an original party thereto.
3. Granicus, Inc. dba California Granicus Inc. also represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.
4. Granicus, Inc. dba California Granicus Inc. hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.
5. **Contract, Section 6. Notification** is hereby restated in its entirety as follows:

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701

Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

If sent to the Vendor:

Jason Reis  
Granicus, Inc.  
707 17<sup>th</sup> Street  
Suite 4000  
Denver, Colorado 80202  
Phone: (949) 899-8097  
Facsimile: (415) 618-0201  
Email: [Jason.Reis@granicus.com](mailto:Jason.Reis@granicus.com)

6. **Contract, Section 7. Service Agreement**, is hereby amended by adding **B. Conflicting or Additional Terms** as follows:

**B. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

7. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated 05/02/14, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated 09/04/2015.
8. **Appendix C – Pricing Index** is hereby restated in its entirety and replaced with Appendix C - Pricing Index attached hereto.
9. **Appendix D – Service Agreement** is hereby restated in its entirety and replaced with Appendix D - Pricing Index attached hereto

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 1, and then the Contract.

**(Remainder of page intentionally left blank)**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature.

**Granicus, Inc. dba California Granicus Inc.**

**Authorized By:** Signature on file

**Name:** Jason Fletcher

**Title:** CEO

**Date:** 12/11/15

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on file

**Name:** Dale Richardson

**Title:** Chief Operations Officer

**Date:** 12/22/15

**Office of General Counsel:** D.R. Brown 12/18/15